Stilwell v. Knapper, 69 Ind., 558. And this veiw is also held in the earlier Massachusetts decisions. *Parsons v. Winslow,* 6 Mass., 169. Later decisions, however, construe such a provision as a conditional limitation and not as a condition subsequent, and valid. *Knight v. Mahoney,* 152 Mass., 523. The way the Courts insist on the distinction between a conditional limitation, as where the grant is to a daughter until she marries, and a condition subsequent, as where the grant is to a daughter, if she remain single, generally upholding the former but declaring the latter void, is well illustrated in *Coppage v. Alexander's Heirs,* 41 Ky. (2 B. Mon.), 313. Upon facts like those in the principal case the provision was held to be in restraint of marriage and void. *Kennedy v. Alexander,* 21 App. D. C., 424. In other jurisdictions the opposite conclusion was reached. *Mann v. Jackson,* 84 Me., 400; *In re Holbrook's Estate,* 213 Pa., 93; *Trenton Trust & Safe Deposit Co. v. Armstrong,* 70 N. J. Eq., 272. The holding in the principal case is in harmony with the weight of authority. But it would seem that in giving effect to such provisions, it should be considered whether the condition or limitation will, in fact, operate to restrain marriage, as public policy is equally violated by a condition or limitation the natural effect of which is to promote celibacy.

CRIMINAL LAW—EVIDENCE OF OTHER OFFENSES—ADMISSIBILITY.—STATE V. DAVIDSON, 148 S. W. (Mo.), 79.—*Held,* on trial for obtaining money by false pretenses based on accused's representations, inducing the purchase of corporate stock by prosecutor and the delivery of a note to the accused for the price, evidence that the accused made similar representations in selling and attempting to sell stock in the same corporation to a third person *after* the sale to the prosecutor, was admissible to show criminal intent to defraud.

Where the *quo animo* constitutes a necessary part of the crime charged and proof of the intention is indispensable to establish the guilt of the party, evidence of similar acts or conduct toward the same or different persons at or about the same time and place, is, by weight of authority, admissible as showing the necessary intent. *State v. Gibson,* 132 Iowa, 53; *Houst v. People,* 24 Col., 262. Evidence of previous acts of the same kind whether done to the same or a different person is, by the weight of authority, admissible to show the specific intent. *People v. Seaman,* 107 Mich., 348; *People v. Everhardt,* 104 N. Y., 591. As to the length of time allowed between the alleged act and the previous act, Courts have not laid down any rule. Evidence of subsequent acts has also been held admissible as showing the intent of the accused. For instance, on an indictment for having counterfeit bank bills with intent to pass them, evidence that eight days *afterward* accused had in his possession other and different bank bills was held admissible to show the necessary intent. *Comm. v. Price,* 76 Mass., 472. Also on a charge of using an instrument on the body of a woman with intent to procure a miscarriage, evidence that the accused administered the same treatment ten days *later* was held admissible as show-

ing the specific intent. *Comm. v. Corkin*, 136 Mass., 429. No rule defining the length of time between the alleged and the subsequent act, proof of which is offered in evidence, has been laid down by the Courts. While the rule of the principal case has been followed in only a small number of jurisdictions, there seems to be a tendency to follow this rule in a large number of other States. *Reg. v. Richardson*, 2 F. & F., 343; *Johnson v. State*, 75 Ark., 427. In furtherance of justice and on the ground of public policy this is, without doubt, a wise rule to adopt, but care should be exercised to limit it to this particular class of cases.

ELECTRICITY — LIABILITY OF TELEPHONE COMPANY — NEGLIGENCE. — PENINSULAR TELEPHONE CO. v. MCCASKILL, 60 So. (FLA.), 338.—*Held*, that a telephone company may be liable in damages for a fire caused by its wires transmitting electricity from lightning, it being shown that none of the usual safeguards were used.

That lightning is frequently discharged from the clouds to earth and is likely to pass along metal wires is a matter of common knowledge. *Starr v. Southern Bell T. & T. Co.*, 156 N. C., 435. Hence it is the duty of a telephone company to select and maintain such approved devices for arresting and diverting atmospheric electricity as is reasonably necessary to guard against accident from such a current carried over its wires *Griffith v. New England T. & T. Co.*, 72 Vt., 441. While the telephone companies, inviting the public to use their instruments are not insurers, *Brucker v. Gainesboro Tel. Co.*, 125 Ky., 92, and are not obliged to guarantee the safety of their system under all possible conditions, *Wells v. North Eastern Tel. Co.*, 101 Me., 371, they must exercise a high degree of care to protect their patrons from a dangerous electric current over their wires from any source. *Delahunt et al. v. United T. & T. Co.*, 215 Pa., 241. Although lightning is an act of God, its transmission into a house over the disconnected wires is considered as the act of the company, *Evans v. Eastern Ky. T. & T. Co.*, 124 Ky., 620; and it is no defense in an action for damages that the tortious act of a third party, or an inevitable accident or inanimate thing, contributed to cause the injury if the negligence of the company was the efficient cause. *Byron Tel. Co. v. Sheets*, 122 Ill. App, 6. Nor is it a defense that the wires were left in the building with the consent of the owner. *Southern Bell T. & T. Co. v. McTyer*, 137 Ala., 601. But where no negligence can be shown on part of the company the rule *"res ipsa loquitur"* will not be applied even if the person is injured by a shock during an electric storm. *Rocap v. Bell Tel. Co. of Phila.*, 230 Pa., 597 The only case seeming to take the contrary view is that of *Phoenix Light & Fuel Co. v. Bennett*, 8 Ariz., 314, which holds that it is not within the duty of an electric company to provide insulation sufficient to ward off lightning from its wires, for the law justly ascribes such consequences to inevitable misfortune or to "act of God" and leaves the result to be borne by him upon whom it falls.